

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF SIERRA VISTA

THIS AGREEMENT is entered into April 21st, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and City of Sierra Vista, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.
3. The State and the City desire to participate in the design, construction and maintenance of concrete "ADA compliant transitions" at 3 locations on the east side of SR 92, to connect the existing parallel SR 92 multi-modal pathway with existing side street sidewalks at: 1) Northeast corner of Foothills Drive; 2) Northeast corner of Snyder Boulevard; and 3) Southeast corner of Snyder Boulevard, at an estimated cost of \$19,000.00, hereinafter collectively referred to as the Project. The parties hereto agree the City shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 25966  
Filed with the Secretary of State  
Date Filed: 04/21/03

Janice K. Brewer  
Secretary of State

By: Deputy D. Greenwald

## **II. SCOPE OF WORK**

1 The parties hereto acknowledge the following conditions:

a The City reserves the right to "reject all bids", should the bid results exceed the estimated total cost of \$19,000 00. In that event, the City will not invoice the State for any reimbursement and will forward all design and construction documents to the State for possible utilization. No reimbursement to the City will be provided, should this event occur.

b In the event written in II.1 a above, the State will make its best efforts to pursue the improvements described herein, utilizing the design and construction documents furnished by the City, at no cost to the State for said design and construction documents.

2 The City will:

a Be responsible for all costs over and above the State's total amount not to exceed of \$19,000 00, should the City elect to proceed with the Project.

b No more than monthly on a reimbursement basis, invoice the State up to but in no event will exceed the amount of \$19,000 00, for the estimated costs of the Project.

c Prepare and provide to the State's Safford District office, and to state standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project, at the locations noted in I.3 above. Incorporate or resolve the State's review comments.

d Upon completion of the State's review of the Project plans, advertise for bids and award one or more construction contract(s) to accomplish the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

e Upon completion of the Project, approve and accept the Project on behalf of the parties hereto, and be responsible for all maintenance to the concrete "ADA compliant transitions", all at City expense.

3 The State will:

a Be responsible for the State's total amount not to exceed of \$19,000 00, should the City elect to proceed with the Project.

b Following inspection and acceptance by the State's Safford District representative, no more than monthly, and within 30 days upon receipt of an invoice, reimburse the City the amount up to and not to exceed the amount of \$19,000 00.

c Review the design documents and provide written comments. Review construction contract modifications and provide written consent to the City.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2 This agreement shall become effective upon filing with the Secretary of State.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Sierra Vista  
City Manager  
1011 North Coronado Drive  
Sierra Vista, AZ 85635

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF SIERRA VISTA**


**STATE OF ARIZONA**

Department of Transportation

By   
\_\_\_\_\_  
TOM HESSLER  
Mayor

By   
\_\_\_\_\_  
BILL HIGGINS  
State Engineer

ATTEST

By   
\_\_\_\_\_  
GARY McPHERRAN  
City Clerk

G: 03-001-DIST-8-Sierra Vista  
25Feb2003-lg

RESOLUTION 2003-041

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT THREE (3) ADA COMPLIANT RAMPS ALONG HIGHWAY 92 AT FOOTHILLS DRIVE AND SNYDER BOULEVARD; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capability of City revenues, when it is determined by the City Council to be in the best interest of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways which are safe and meet the transportation needs of the general public; and

WHEREAS, multi-use paths have been constructed along the east side of Highway 92; and

WHEREAS, the northeast corner of Foothills Drive, northeast corner of Snyder Boulevard, and the southeast corner of Snyder Boulevard lack American with Disability Act (ADA) compliant ramps to connect the multi-use paths with existing side street sidewalks; and

WHEREAS, Arizona Department of Transportation (ADOT) desires to fund the three ADA ramps and allow the City to administer the construction contract; and

WHEREAS, it is the best interest of ADOT, the City, and area residents to construct said improvements; and

WHEREAS, both parties desire to enter into an intergovernmental agreement that will allow ADOT to be responsible for the nineteen thousand dollar (\$19,000.00) cost of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

That the settled policy of the City Council of seeking Federal and State funding assistance, most recently affirmed by Resolution 4832, be, and hereby is, reaffirmed.


SECTION 2

That the City Council approves entering into an Intergovernmental Agreement with ADOT to share the project costs of constructing three (3) ADA compliant ramps along Highway 92; the estimated cost of \$19,000 to be funded by ADOT, and construction to be administered by the City.

SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

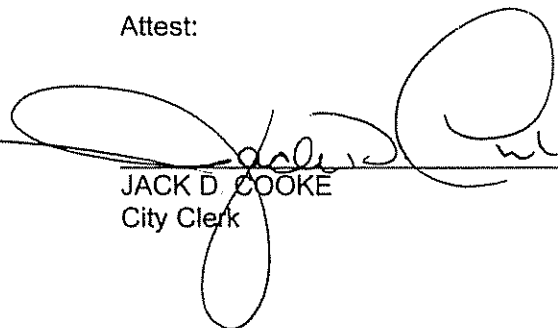
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 27th DAY OF MARCH, 2003.

  
\_\_\_\_\_  
THOMAS J. HESSLER  
Mayor

Approval as to Form:

Attest:

  
\_\_\_\_\_  
STUART L. FAUVER  
City Attorney

  
\_\_\_\_\_  
JACK D. COOKE  
City Clerk

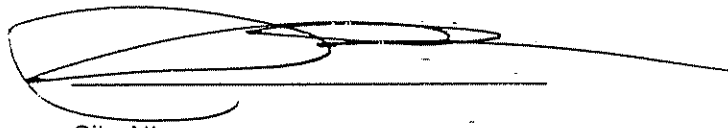
Prepared by:  
D. Michael Clawson, Purchasing Manager

JPA 03-001

APPROVAL OF THE CITY OF SIERRA VISTA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.



City Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR03-0294TRN (JPA 03-001), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 15, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.